

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re: ) Case No. 12-12020 (MG)  
RESIDENTIAL CAPITAL, LLC, et al., ) Chapter 11  
Debtors. ) Jointly Administered  
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**ORDER UNDER 11 U.S.C. §§ 105(a), 365(a), AND 554(a), FED. R.  
BANKR. P. 6006 AND 9014 AND LOCAL BANKRUPTCY RULE 6006-1  
AUTHORIZING REJECTION OF UNEXPIRED LEASE AND  
ABANDONMENT OF PERSONAL PROPERTY**

Upon the motion (the “Motion,” ECF Doc. # 3071) of the Debtors<sup>1</sup> for entry of an order (the “Order”), pursuant to sections 105(a), 365(a), and 554(a) of title 11 of the United States Code, as amended (the “Bankruptcy Code”) and rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), authorizing the rejection of the unexpired lease set forth on Exhibit 1<sup>2</sup> annexed hereto (including any amendments, modifications, guaranties, supplements, restatements, or other agreements related thereto, and without regard to whether such agreement, instrument or other document is listed on Exhibit 1, the “Rejected Lease”), as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and grant the requested relief in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Motion and the Declaration of Erik Ferguson, Senior Vice President of Business

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

<sup>2</sup> The inclusion of a contract on Exhibit 1 does not serve as an admission by the Debtors that such contract is executory.

Excellence at GMAC Mortgage, LLC in support of the Motion; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and the legal and factual bases set forth in the Motion establish just and sufficient cause to grant the requested relief herein; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor,

**IT IS HEREBY FOUND, DETERMINED, AND ORDERED THAT:**

1. The Motion is GRANTED.
2. The time by which the Debtors may assume or reject the Rejected Lease is extended to and including April 30, 2013.
3. Pursuant to Section 365(a) of the Bankruptcy Code and Bankruptcy Rules 6006 and 9014, the Debtors' rejection of the Rejected Lease identified on Exhibit 1 annexed hereto is approved, effective as of the Rejection Date.
4. Liberty Property Limited Partnership has waived any rejection damages claims it may have against the Debtors.
5. Pursuant to Section 554(a) of the Bankruptcy Code, the Debtors are authorized to abandon the Abandoned Property as of the Rejection Date.
6. The Amendment annexed as Exhibit 4 to the Motion is approved.
7. The Debtors are hereby authorized to execute and deliver all instruments and documents, and take all other actions, as may be necessary or appropriate to implement and effectuate the relief granted in this Order.

8. Entry of this Order is without prejudice to the rights of the Debtors, including, but not limited to, the right to seek further, other, or different relief regarding the Debtors' executory contracts and unexpired leases pursuant to, among other things, section 365 of the Bankruptcy Code.

9. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: New York, New York  
March 20, 2013

/s/Martin Glenn  
MARTIN GLENN  
United States Bankruptcy Judge

**Exhibit 1**

**Rejected Lease**

	<b>Debtor</b>	<b>Contract/Lease Counterparty (Name/Address)</b>	<b>Description of Contract/Lease</b>	<b>Effective Date of Rejection</b>
1	GMAC Mortgage, LLC	Liberty Property Limited Partnership  5 Walnut Grove Drive, Suite 200 Horsham, PA 19044  Attn: Vice President/ City Manager	Lease Agreement, dated as of January 31, 2006, as amended, relating to property located at  1100 Virginia Drive Fort Washington, PA 19034--3200	April 30, 2013